

Lynne Finley  
District Clerk  
Collin County, Texas  
By Morgan Hockett Deputy  
Envelope ID: 19190693

CAUSE NO. 401-04239-2017

## MADISON PARTNERS, LLC

§ IN THE DISTRICT COURT

**Plaintiff**

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v.

JUDICIAL DISTRICT

THE TRAVELERS LLOYD'S INSURANCE  
COMPANY and JASON M. SPRADLIN

## Defendants

COLLIN COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, MADISON PARTNERS, LLC, files this original petition complaining of Defendants, THE TRAVELERS LLOYD'S INSURANCE COMPANY and JASON M. SPRADLIN. In this lawsuit, Plaintiff seeks monetary relief over \$1,000,000, and would show this honorable court as follows:

## I. Parties, Venue and Discovery Level

Plaintiff, Madison Partners, LLC (hereafter "Madison"), is a Texas limited liability company with its office at 2622 Commerce St., Dallas, Texas. Madison is the named insured under the insurance policy with Travelers.

Defendant, The Travelers Lloyd's Insurance Company (hereinafter "Travelers"), is a surplus lines insurance company doing business in Texas that can be served through its registered agent for service, Corporation Service Company, 211 East 7th St., Ste. 620, Austin, Texas 78701-3218.

Defendant, JASON M. SPRADLIN, is a Texas resident and an insurance adjuster who can be served at his place of business at 1301 East Collins Blvd., Richardson, Texas 75081.

The venue of this case is proper in Dallas County, Texas under Sections 15.002 and 15.032 of the Texas Civil Practices and Remedies Code and Section 17.56 of the Deceptive Trade Practices-Consumer Protection Act (hereafter the "DTPA").



Plaintiff intends to conduct discovery in this case under Level 3 pursuant to Rule 190.4 of the Texas Rules of Civil Procedure.

**II. Agency and Respondeat Superior**

Whenever in this petition it is alleged that the Defendants did any act or thing, it is meant that Defendants or their agents, officers, servants, employees, or representatives did such act or thing. They were also done with the full authorization or ratification of Defendants or done in the normal routine, course, and scope of the agency or employment of Defendants or their agents, officers, servants, employees, or representatives.

**III. Conditions Precedent**

All conditions precedent to recovery have been performed or have occurred.

**IV. Facts of the Case**

Madison purchased property insurance from Travelers (Policy Number YL630-0991R005) to cover property losses at its properties in the Dallas, Texas area for the policy period of August 31, 2011 to August 31, 2012. On or about October 23, 2011, a hail and windstorm caused substantial damage to Madison's properties located at 601 Plano Parkway West, Plano, Texas 75075, and 700 Alma Drive, Plano, Texas 75075. Madison reported this loss to Travelers and its agents who assigned it claim number EQW5745.

To adjust this claim, Travelers hired claim representative Jason Spradlin (hereinafter "Spradlin"). Spradlin, initially conducted the investigation on 700 Alma Drive, Plano, Texas and found no damage to any of Madison's properties and denied Plaintiff's claim. Spradlin then informed Madison that he was closing its claim. Madison, disputing Spradlin's assessments, asked to keep the claim open. Spradlin, over Madison's objections, closed Madison's claim without payment on January 31, 2012.

Spradlin later reopened the claim and continued communication with Madison's general contractor, Carolyn Coleman of Tice Enterprises, Ltd. While working with Coleman, Madison discovered damage at a second property 601 Plano Pkwy, Plano, Texas. Instead of adding 601



Plano Pkwy it the same claim, Travelers and Spradlin opened a second claim so they could apply a second deductible and assigned it claim numbers E1J9483, with the same date of loss.

For the next three years, Travelers and Spradlin failed to properly identify and pay the cost to repair the damage to Madison's property. On June 11, 2014, Coleman gave Spradlin an estimate to properly repair the damage to the properties in the amount of over \$3,000,000. Frustrated with Travelers and Spradlin's delay, on April 10, 2015 Madison demanded appraisal under the policy with Travelers. On April 22, 2016, Travelers and Spradlin agreed to submit both claims on Madison's properties to appraisal. While the appraisal was ongoing, Spradlin continued to attempt to adjust the claim. Travelers and Spradlin continued to delay and stall payments to Madison as much as possible. It wasn't until April 10, 2015 that Travelers made any payment on Plaintiff's claim. Travelers and Spradlin paid \$93,218.46 on claim E1J9483 on November 25, 2014 and \$84,813.81 on October 21, 2014, and \$289.14 on April 10, 2015 on Claim EQW5741.

Even though Spradlin knew the damage was substantial and had the \$3,000,000 estimate for almost two years, in two June 27, 2016 estimates, Spradlin estimated the damages to claim number EQW5745 at only \$236,770.07 and claim number E1J9483 at only \$298,125.11. Madison continued to dispute these low-ball estimates and asked the claims appraisal be completed as originally asked for.

Even after liability had become clear, Travelers and Spradlin continued to delay payment towards Madison. It wasn't until July 22, 2016 that Travelers authorized any additional payments to the Plaintiff. At that time, Travelers paid \$82,524.43 on claim E1J9483 and \$99,012.85 on claim EQW5741.

On February 6, 2017, an appraisal award was entered by the parties' appraisers and umpire in the amount of \$3,398,484.07 and Actual Cash Value of \$1,422,476.96 for necessary code upgrades. These amounts were including all prior payments and deductible. On approximately February 9, 2017, after deducting the prior payments and



applying the deductible, Travelers paid the appraisal award in the amounts of \$1,163,064.06 for claim E1J9483 and \$775,376.04 for claim EQW51746.

Even though Travelers and Spradlin knew or should have known Travelers' liability was clear on January 31, 2012, when they denied and closed the claim at the beginning, Travelers and Spradlin did everything they could to deny, delay, and untimely pay Madison for the cost to repair the windstorm damage from the October 23, 2011 storm. Defendants delayed over 32 months to make any payment to Plaintiff for claim numbers E1J9483 and EQW5741. Travelers and Spradlin further took over 54 months to make the July 22, 2016 payments to Plaintiff for claim numbers E1J9483 and EQW5741. Finally, Defendant took over 60 months to make the final ACV payments to Plaintiff for claim numbers E1J9583 and EQW5745 in the amount of \$1,938,440.09. In doing so, Travelers and Spradlin violated Chapter 541 of the Texas Insurance Code and Travelers violated Chapter 542 of the Texas insurance code. More specifically, Spradlin violated his duties under Section 541.060 of the Texas Insurance Code by failing to affirm or deny coverage of Plaintiff's claim within a reasonable time and by not attempting in good faith to effectuate a prompt, fair, and equitable settlement of Plaintiff's claim on which Defendants' liability has became reasonably clear. To date, Travelers and Spradlin have not paid Plaintiff any statutory interest or damages for violating their duties under Chapters 541 and 542 of the Texas Insurance Code.

#### **V. Causes of Action for Violation of Chapter 542 of the Insurance Code**

Travelers' acts, omissions, and failures that are described in this petition violate Chapter 542 of the Texas Insurance Code. Within 30 business days after the receipt of either actual or written notice of Plaintiff's storm damage insurance claim, Travelers did not request from Plaintiff any items, statements, and forms that it reasonably believed at that time would be required from Plaintiff for the damage. As a result, Travelers has violated Chapter 542 by failing to accept or reject Plaintiff's claim in writing within 45 business days after receiving either actual or written notice of its claim. Travelers has also violated Section 542.058 by failing to pay



Plaintiff's claim within 50 business days after it received either actual or written notice of the claim. As a result, Travelers owes Plaintiff the eighteen percent per annum interest for approximately 32 months as damages on the untimely payment of \$84,813.81 and 33 months on the untimely payment of \$93,218.46, approximately 54 months as damages on the untimely payments of \$99,012.86 and \$82,524.43, and approximately 60 months as damages on the untimely payment of \$1,163,064.05 and \$775,376.04 under Section 542.060 of the Texas Insurance Code.

#### **VI. Causes of Action for Unfair Insurance Practices**

Plaintiff incorporates all the allegations in this petition for these causes of action against Defendants Travelers and Spradlin under the Texas Insurance Code. Plaintiff has satisfied all conditions precedent to bringing these causes of action. By their acts, omissions, failures, and conduct, Defendants Travelers and Spradlin have engaged in unfair and deceptive acts or practices in the business of insurance in violation of Chapter 541 of the Texas Insurance Code. Such violations include, without limitation, all the conduct described in this petition plus Defendants' unreasonable delays in the investigation, adjustment, and resolution of Plaintiff's claims and their failure to pay for the proper repair of Plaintiff's properties on which their liability had become reasonably clear. Specifically, Defendants Travelers and Spradlin are guilty of the following unfair insurance practices:

- A. Engaging in false, misleading, and deceptive acts or practices in the business of insurance in this case;
- B. Engaging in unfair claims settlement practices;
- C. Not attempting in good faith to effectuate a prompt, fair, and equitable settlement of Plaintiff's claim on which Defendants' liability has became reasonably clear; and
- D. Failing to affirm or deny coverage of Plaintiff's claim within a reasonable time;

Travelers has also breached the Texas Insurance Code when it breached its duty of good faith and fair dealing. Defendants' conduct as described herein has resulted in Plaintiff's damages that are described in this petition.



**VII. Cause of Action for Breach of Duty of Good Faith and Fair Dealing**

Plaintiff incorporates all the allegations of the preceding paragraphs for this cause of action. By its acts, omissions, failures, and conduct, Travelers has breached its common law duty of good faith and fair dealing by unreasonably delaying payment of Plaintiff's claim. These acts, omissions, failures, and conduct of Travelers are a proximate cause of Plaintiff's damages.

**VIII. Waiver and Estoppel**

Defendants Travelers and Spradlin have waived and are estopped from asserting any defenses, conditions, exclusions, or exceptions to coverage not contained in any reservation of rights or denial letters to Plaintiff.

**IX. Damages**

The above described acts, omissions, failures and conduct of Defendants Travelers and Spradlin have caused Plaintiff damages which include, without limitation, the eighteen percent per annum interest for about 32 months on \$84,813.81 and 33 months on claims \$93,218.46; 54 months on \$99,012.86 and \$82,524.43; and 60 months on \$1,163,064.05 and \$775,376.04 against Travelers under Section 542.060 of the Texas Insurance Code and extra-contractual damages against both Defendants. All these damages are within the jurisdictional limits of the Court.

**X. Additional Damages**

Defendants Travelers and Spradlin have also "knowingly" and "intentionally" committed unfair insurance practices as those terms are defined in the applicable statutes. Because of Defendants' knowing and intentional misconduct, Plaintiff is entitled to additional damages under Section 17.50(b)(1) of the DTPA and Chapter 541 of the Texas Insurance Code.

**XI. Exemplary Damages**

Travelers' breach of its duty of good faith and fair dealing owed to Plaintiff was done intentionally and with "malice" and "gross negligence" as those terms are defined in Chapter 41 of the Texas Civil Practice and Remedies Code. These violations by Travelers are the type of



conduct that the State of Texas protects its citizens against by the imposition of exemplary damages. Therefore, Plaintiff seeks the recovery of exemplary damages in an amount to be determined by the finder of fact that is sufficient to punish Travelers for its wrongful conduct and to set an example to deter this Defendant and others similarly situated from committing similar acts in the future.

**XII. Attorneys' Fees**

As a result of Defendants' conduct that is described in this petition, Plaintiff has been forced to retain the undersigned attorneys to prosecute this action and has agreed to pay reasonable attorneys' fees. Plaintiff is entitled to recover these attorneys' fees under Chapters 541 and 542 of the Texas Insurance Code.

**XIII. Rule 194 Request for Disclosure**

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiff requests that Defendants Travelers and Spradlin disclose, within 50 days of service of this request, the information or material described in Rule 194.2(a) through (l).

WHEREFORE, PREMISES CONSIDERED, Plaintiff demands a *trial by jury* and also requests that Defendants be cited to appear and answer, and on final hearing, the court award Plaintiff a judgment against Defendants for the following:

1. Actual, economic, consequential, additional, and exemplary damages in an amount within the jurisdictional limits of the court;
2. The 18% per annum interest under Chapter 542 of the Texas Insurance Code;
3. Reasonable attorneys' fees through trial and on appeal;
4. Pre-judgment and post-judgment interest as provided by law;
5. Costs of court; and
6. Such other and further relief to which Plaintiffs may be justly entitled.

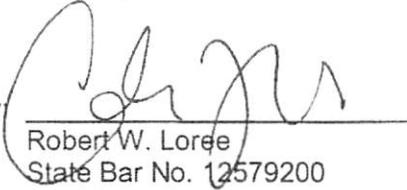
Respectfully submitted,



Respectfully submitted,

*Loree & Lipscomb*  
The Terrace at Concord Park  
777 East Sonterra Blvd., Suite 320  
San Antonio, Texas 78258  
Telephone: (210) 404-1320  
Facsimile: (210) 404-1310

By

  
Robert W. Loree  
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[rob@lhllawfirm.com](mailto:rob@lhllawfirm.com)  
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State Bar No. 00789836  
[todd@lhllawfirm.com](mailto:todd@lhllawfirm.com)  
Cassandra Pruski  
State Bar No. 24083690  
[cassie@lhllawfirm.com](mailto:cassie@lhllawfirm.com)

Attorneys for Plaintiff

TEXAS DISTRICT COURT  
CLERK'S OFFICE  
COLLIN COUNTY, TEXAS  
Case No. 3:17-cv-02666-C  
Plaintiff vs. Defendant  
Date: September 29, 2017  
Time: 1:30 PM  
Judge: Hon. Vicki L. Johnson  
Courtroom: 200  
Address: 1000 Main Street, Suite 1000, Dallas, Texas 75202  
Phone: (214) 828-3500  
Fax: (214) 828-3510  
Email: [collin@collincountytx.gov](mailto:collin@collincountytx.gov)





STATE OF TEXAS )  
COUNTY OF COLLIN )

I, Lynne Finley, District Clerk in and for Collin County Texas,  
do hereby certify that the above foregoing is a true and correct copy of the  
original document as the same appears on the file in the District Court,  
Collin County, Texas. Witness my hand and seal of said Court, this  
the 18 day of September A.D., 2017.

LYNNE FINLEY, DISTRICT CLERK  
COLLIN COUNTY, TEXAS

DEPUTY

THE STATE OF TEXAS  
CIVIL CITATION

CASE NO. 401-04239-2017

Madison Partners, LLC vs. The Travelers Lloyd's  
Insurance Company and Jason M. Spradlin

In the 401st District Court  
Of Collin County, Texas

OFFICER'S RETURN BY MAILING

Came to hand the 5th day of September, 2017, 10:52 AM, and executed by mailing to the defendant certified mail, return receipt requested with restricted delivery a true copy of this citation together with an attached copy of the Plaintiff's Original Petition and Requests for Disclosure and/or citation to the following address:

Jason M. Spradlin  
1301 East Collins Blvd  
Richardson TX 75081.

**Please Check Method of Service**

Service upon the defendant is evidenced by the return receipt incorporated herein and attached hereto, signed by K. Evans for Jason M. Spradlin and dated the 7th day of September, 2017.

To certify which witness my hand officially.

Lynne Finley, District Clerk

ATTACH  
RETURN RECEIPT (S)  
WITH  
ADDRESSEE'S SIGNATURE



By: Morgan Hockett, Deputy  
Morgan Hockett

Fee for serving citation \$75.00





STATE OF TEXAS )  
COUNTY OF COLLIN )

I, Lynne Finley, District Clerk in and for Collin County Texas,  
do hereby certify that the above foregoing is a true and correct copy of the  
original document as the same appears on the file in the District Court,  
Collin County, Texas. Witness my hand and seal of said Court, this  
the 18 day of Sept 2017 A.D., 2017

LYNNE FINLEY, DISTRICT CLERK  
COLLIN COUNTY, TEXAS

DEPUTY



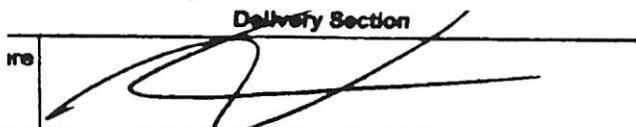
Date: September 7, 2017

MAIL MAIL:

The following is in response to your September 7, 2017 request for delivery information on your Certified Mail™/RRE item number 92148901066154000111929821. The delivery record shows that this item was delivered on September 7, 2017 at 9:31 am in AUSTIN, TX 78744. The scanned image of the recipient information is provided below.

Signature of Recipient :

*Delivery Section*

me	
d	Michael Chatron

Address of Recipient :

*211 E. 7th st. #620*

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,  
United States Postal Service

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

**FILED**

2017 SEP -8 AM 10: 25

LYNNIE CIRILLY  
DISTRICT CLERK  
COLLIN COUNTY, TX  
BY *Michael Chatron*

Reference ID: 92148901066154000111929821  
401-04239-2017

THE TRAVELERS LLOYD'S INSURANCE COMPANY  
Registered Agent, Corporation Service Company  
211 E 7th St Ste 620  
Austin, TX 78701-3218





STATE OF TEXAS )  
COUNTY OF COLLIN )

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original document as the same appears on the file in the District Court,  
Collin County, Texas. Witness my hand and seal of said Court, this  
the 18 day of September A.D., 2017.

LYNNE FINLEY, DISTRICT CLERK  
COLLIN COUNTY, TEXAS

DEPUTY

THE STATE OF TEXAS  
CIVIL CITIGATION

CASE NO. 401-04239-2017

Madison Partners, LLC vs. The Travelers Lloyd's  
Insurance Company and Jason M. Spradlin

In the 401st District Court

Of Collin County, Texas

OFFICER'S RETURN BY MAILING

Came to hand the 5th day of September, 2017, 9:10 AM, and executed by mailing to the defendant certified mail, return receipt requested with restricted delivery a true copy of this citation together with an attached copy of the Plaintiff's Original Petition and Requests for Disclosure and/or citation to the following address:

The Travelers Lloyd's Insurance Company  
Corporation Service Company  
211 East 7th St., Ste. 620  
Austin, TX 78701-3218.

**Please Check Method of Service**

ATTACH  
RETURN RECEIPT (S)  
WITH  
ADDRESSEE'S SIGNATURE

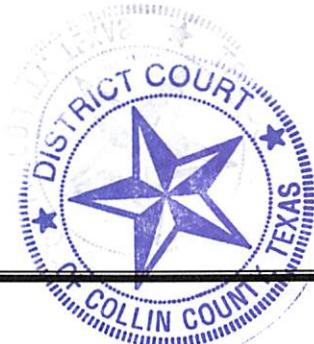
Service upon the defendant is evidenced by the return receipt incorporated herein and attached hereto, signed by Michael Charron for The Travelers Lloyd's Insurance Company and dated the 7th day of September, 2017.

To certify which witness my hand officially.

Lynne Finley, District Clerk

By: Morgan Hockett, Deputy  
Morgan Hockett

Fee for serving citation \$75.00





STATE OF TEXAS )  
COUNTY OF COLLIN )

I, Lynne Finley, District Clerk in and for Collin County Texas,  
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original document as the same appears on the file in the District Court,  
Collin County, Texas. Witness my hand and seal of said Court, this  
the 18 day of Sept A.D., 2017

LYNNE FINLEY, DISTRICT CLERK  
COLLIN COUNTY, TEXAS

DEPUTY



Date: September 7, 2017

MAIL MAIL:

The following is in response to your September 7, 2017 request for delivery information on your Certified Mail™/RRE item number 92148901066154000111929937. The delivery record shows that this item was delivered on September 7, 2017 at 12:44 pm in RICHARDSON, TX 75081. The scanned image of the recipient information is provided below.

Signature of Recipient :

Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,  
United States Postal Service

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

**FILED**  
 Reference ID: 92148901066154000111929937  
 401-04239-2017  
 2017 SEP -8 AM 10:29 JASON M. SPRADLIN  
 1301 E Collins Blvd  
 Richardson, TX 75081-2474  
 LYNNE FINLEY  
 DISTRICT CLERK  
 COLLIN COUNTY, TX  
 NY *Matthew* **SECURITY**





STATE OF TEXAS )  
COUNTY OF COLLIN )

I, Lynne Finley, District Clerk in and for Collin County Texas,  
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Collin County, Texas. Witness my hand and seal of said Court, this  
the 18 day of Sept A.D., 2017

LYNNE FINLEY, DISTRICT CLERK  
COLLIN COUNTY, TEXAS

DEPUTY

## CIVIL CASE INFORMATION SHEET

401-04239-2017

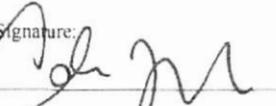
CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

Filed: 8/31/2017 8:55 PM  
 Lynne Finley  
 District Clerk  
 Collin County, Texas  
 By Morgan Hockett Deputy  
 Envelope ID: 19190693

STYLED: MADISON MANAGEMENT COMPANY v. THE TRAVELERS LLOYD'S INSURANCE COMPANY AND JASON M. SPRADLIN  
 (e.g. John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet:		Names of parties in case:	Person or entity completing sheet is:
Name: <u>Cassandra Pruski</u>	Email: <u>cassie@lhllawfirm.com</u>	Plaintiff(s) Petitioner(s): <u>Madison Management Company</u>	<input checked="" type="checkbox"/> Attorney for Plaintiff Petitioner <input type="checkbox"/> Pro Se Plaintiff Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____
Address: <u>777 E. Sonterra Blvd., Ste. 320</u>	Telephone: <u>210-404-1320</u>	Defendant(s) Respondent(s): <u>The Travelers Lloyd's Insurance Company and Jason M. Spradlin</u> (Attach additional page as necessary to list all parties)	Additional Parties in Child Support Case: _____
City State Zip: <u>San Antonio, Texas 78258</u>	Fax: <u>210-404-1310</u>		Custodial Parent: _____
Signature: 	State Bar No: <u>24083690</u>		Non-Custodial Parent: _____

## 2. Indicate case type, or identify the most important issue in the case (select only 1):

Civil		Family Law			
Contract	Injury or Damage	Real Property	Marriage Relationship	Post-judgment Actions (non-Title IV-D)	
<input checked="" type="checkbox"/> Consumer DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract:  <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:  <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <b>Malpractice</b> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability:  <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <b>Product Liability</b> <input type="checkbox"/> Asbestos Silica <input type="checkbox"/> Other Product Liability List Product:  <input type="checkbox"/> Other Injury or Damage:	<input type="checkbox"/> Eminent Domain <input type="checkbox"/> Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <b>Divorce</b> <input type="checkbox"/> With Children <input type="checkbox"/> No Children	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other  <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order	
		<b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure Forfeiture <input type="checkbox"/> Writ of Habeas Corpus Pre-indictment <input type="checkbox"/> Other: _____		<b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	<b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parent/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
<b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:  <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property	<input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____			
			<b>Probate &amp; Mental Health</b> <i>Probate Wills Intestate Administration</i> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings	<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____	

## 3. Indicate procedure or remedy, if applicable (may select more than 1):

<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover
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STATE OF TEXAS )  
COUNTY OF COLLIN )

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Collin County, Texas. Witness my hand and seal of said Court, this  
the 18 day of September A.D., 2017

LYNNE FINLEY, DISTRICT CLERK  
COLLIN COUNTY, TEXAS

DEPUTY

Lynne Finley  
District Clerk  
Collin County, Texas  
By Morgan Hockett Deputy  
Envelope ID: 19224390

**ROBERT W. LOREE**  
BOARD CERTIFIED CIVIL TRIAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION  
**TODD LIPSCOMB**  
**CASSANDRA PRUSKI**

LAW OFFICES OF  
**LOREE & LIPSCOMB**  
THE TERRACE AT CONCORD PARK  
777 E. SONterra BLVD., SUITE 320  
SAN ANTONIO, TEXAS 78258

*Telephone*  
(210) 404-1320  
*Facsimile*  
(210) 404-1310

September 5, 2017

Via E-file

Collin County District Clerk  
2100 Bloomdale Rd., Suite 12132  
McKinney, Texas 75071

Re: Cause No. 401-04239-2017; *Madison Partners, LLC v. The Travelers Lloyd's Insurance Company and Jason M. Spradlin*, Collin County, Texas

Dear Sir/Madam:

Please issue citation to the following defendant and serve through certified mail as requested in this filing. All required fees have been paid with this filing.

- **Jason M. Spradlin** can be served at his place of business at 1301 East Collins Blvd., Richardson, Texas 75081.

If you have any questions or need anything further, please do not hesitate to contact our office. Thank you for your attention to this matter.

Sincerely,

Monica Requena  
Legal Assistant to Loree & Lipscomb





STATE OF TEXAS )  
COUNTY OF COLLIN )

I, Lynne Finley, District Clerk in and for Collin County Texas,  
do hereby certify that the above foregoing is a true and correct copy of the  
original document as the same appears on the file in the District Court,  
Collin County, Texas. Witness my hand and seal of said Court, this  
the 18 day of Sept 17 A.D., 2017

LYNNE FINLEY, DISTRICT CLERK  
COLLIN COUNTY, TEXAS

DEPUTY